



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: A.B. Dick Company

File: B-224312

Date: November 21, 1986

DIGEST

1. The General Accounting Office does not sustain protests regarding technical acceptability determinations in the absence of a showing that contracting officials acted unreasonably or violated procurement statutes and regulations. When a protester does not address specific deficiencies cited by evaluators or explain unsatisfactory performance during a demonstration of its equipment, the protester has not established unreasonableness or statutory and regulatory violations.

2. Even though a solicitation originally describes one manufacturer's equipment, when the contracting agency amends it to permit consideration of proposals for equipment that either eliminates the need for special features or meets requirements in a different way than that specified, the protester has not shown bias in favor of the equipment originally described. Moreover, the General Accounting Office will not sustain a protest based on inference or supposition.

DECISION

A.B. Dick Company protests the rejection of its proposal for duplicating equipment under a solicitation issued by the Contracting Center, Wright-Patterson Air Force Base, Ohio. The firm alleges that it offered the lowest price, and that its proposed equipment achieves the same end results as that of the awardee, Multigraphics, albeit with different features. The solicitation was specifically amended to accommodate such differences, the protester alleges, and the Air Force improperly rejected its proposal based solely on the personal preference of personnel in the using activity.

We deny the protest.

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The Air Force issued the request for proposals, No. F33601-86-R-0024, on April 24, 1986, calling for delivery and installation of six tandem duplicating presses, four master imagers, three 120-bin collators, and one 180-bin collator, as well as training in their use. The items in question are available on a mandatory Federal Supply Schedule, but the Air Force obtained authorization to purchase them locally because its order exceeded limits in the schedule contracts.

By letter to the Air Force dated May 5, A.B. Dick argued that the performance-type specifications were restricted to a single vendor and pointed out various ways in which its equipment could meet the same requirements. As a result, after meeting with A.B. Dick, the Air Force amended the solicitation to extend the due date for proposals to June 10 and to provide that:

"This specification lists those minimum features considered necessary....for the successful completion of the Air Force mission. If the offeror cannot provide the exact feature requested, the offeror must show either (1) a comparable feature which accomplishes the required result, or (2) that the system or unit proposed achieves the required result without that particular feature due to the design or method of operation of that system or unit offered."

The solicitation further stated that an aggregate award would be made to the low responsive and responsible offeror.

The Air Force received four proposals. After immediately eliminating one, it requested the remaining offerors to clarify their proposals in writing. Questions to A.B. Dick concerning the features at issue here included the following:

--why did the proposed duplicating press not need a "double sheet eliminator?" as required by the specifications; and

--how did the proposed duplicating press meet the requirement for "electronic/automatic ink and water balancing?"

The protester responded first that its equipment detects and separates double sheets before they enter the duplicator, so that a double sheet eliminator is not needed. In cases of mechanical malfunction or improper paper loading, A.B. Dick continued, the system shuts off and automatically feeds the double sheets into the proof tray, so that sorting and copy

count are maintained; when an operator presses the restart button, printing resumes. A.B. Dick also stated that it met the specification for automatic ink and water balancing as written, adding that its patented "aquamatic" system controls and monitors ink and water.

The Air Force then invited offerors to demonstrate their proposed equipment. A.B. Dick argues that this indicates that its technical proposal must have been acceptable. On September 4, however, the Air Force notified unsuccessful offerors that it had awarded a \$327,015 contract to Multigraphics. Among the reasons that the Air Force gave for rejection of A.B. Dick's proposal were the following:

- it had no double sheet eliminator; and

- ink and water balancing were automatic only in that once rates for each were set, they were maintained until manually reset.

In addition, the Air Force stated that during the demonstration of A.B. Dick's equipment, there was no automatic compensation when switching from line work to halftones or solids, and manual adjustment had been required to accomplish this. Ink and water rates also had to be manually adjusted when using alternate sheet feed to prevent excess water from emulsifying the ink and resulting in "faded, washed out, unacceptable" copies. Finally, the Air Force states, automatically inserted masters had somehow been damaged during the demonstration, and tearing and creasing caused unacceptable, extraneous markings to be printed from the trailing edge of the master.

In its protest, A.B. Dick disputes these findings and points out that its price is approximately \$70,000 less than that of the awardee. The protester seeks our recommendation for termination of the Multigraphics contract, on which performance has been stopped, and award to itself. The Air Force, however, maintains that its evaluation was proper and that it was based on the combined results of a review of all technical literature, of responses to clarification questions, and of the demonstration. According to the Air Force, in addition to a contracting official, four technical experts (a printing specialist, a supervisory printing specialist, a duplicating services foreman, and the chief of the reprographics division) attended all demonstrations, and A.B. Dick's unsatisfactory performance, not personal preference, was the primary reason for rejection of the proposal.

In our opinion, neither A.B. Dick's protest nor its response to the Air Force report establishes that the rejection was unreasonable or violated the procurement statutes and regulations. Our Office does not sustain protests regarding technical acceptability determinations in the absence of a showing of unreasonableness or of such violations. Contel Information Systems, Inc., B-220215, Jan. 15, 1986, 86-1 CPD ¶ 44; A.B. Dick Co., B-211119.3, Sept. 22, 1983, 83-2 CPD ¶ 360. Moreover, the protester has the burden of proof. Id.

With regard to the double sheet eliminator, the protester concedes that problems can arise due to mechanical malfunction or improper paper loading. While A.B. Dick argues that its equipment is designed to run without feeding doubles, and it therefore does not need a double sheet eliminator, the protester has not established that the problem never arises. Rather, its proposal states that in case of a double feed, the system "enters an emergency stop mode." As the Air Force points out, an operator must intervene to restart it.

With regard to automatic ink and water balancing and the Air Force's criticism of A.B. Dick's copy quality, the protester contends that quality is relative and subjective and that its own is acceptable. It does not address the specific deficiencies cited by the Air Force or contradict the agency's conclusion that substantial operator intervention is required due to lack of a completely automatic system.

With regard to the damaged master at the demonstration, A.B. Dick merely states that it has been marketing this system for 15 years, and that it would not be able to do so successfully if its equipment did not feed masters constantly without damage. The firm, however, offers no explanation for the Air Force's findings during the demonstration.

Finally, with regard to the alleged preference of using activity personnel for Multigraphics, while the original specifications may have described this manufacturer's equipment, the Air Force amended the solicitation to permit consideration of proposals for equipment that either eliminated the need for special features or meet requirements in a different way than that specified. A.B. Dick has provided no other evidence of bias, and our Office will not sustain a protest based on inference or supposition. Intelcom Educational Services, Inc., B-220192.2, Jan. 24, 1986, 86-1 CPD ¶ 83.

The protest is denied.

for *Seymour Efron*
Harry R. Van Cleve
General Counsel